

## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Community Services

**DATE:** 07/01/16

**REQUESTED ACTION:** That the County Manager approve a contract with the Southwest Washington Regional Health Alliance (RHA) in the amount of \$76,500.

☐ Consent    ☐ Hearing    ☒ County Manager

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### BACKGROUND

This contract, in the not-to-exceed amount of \$76,500, will provide practice transformation support to primary care and behavioral health (mental health and substance use disorder) providers in Clark and Skamania counties to assist in the transition to fully-integrated managed care by September 30, 2016. Activities will be focused on providing technical assistance to four (4) regional projects with at least one (1) project located in Skamania County. Activities will include:

- 1.1. Assistance developing care coordination/care management strategies for integration of care;
- 1.2. Identifying or creating tools to assist with the implementation of integrated care delivery models (bidirectional, co-located care between primary care and behavioral health);
- 1.3. Providing guidance to expand the uptake of culturally-competent, evidence-based practices;
- 1.4. Conducting research and dissemination of practice change resources that support providers in the transition to managed care and/or an integrated care delivery model; and
- 1.5. Conducting and facilitating ongoing meetings to include taking minutes and writing reports that identify deliverables and lessons learned.

This project was previously funded through a Clark County contract with Consumer Voices are Born which, until June 30, 2016, has served as the fiscal agent for the RHA.

- ☐ This is a new program
- ☒ This is a continuation of an existing program

### COUNCIL POLICY IMPLICATIONS

There are no known council policy implications.

### ADMINISTRATIVE POLICY IMPLICATIONS

There are no known administrative policy implications.

### COMMUNITY OUTREACH

N/A

**BUDGET IMPLICATIONS**

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

**BUDGET DETAILS**

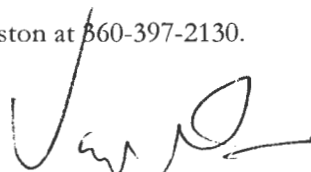
Local Fund Dollar Amount	\$76,500 (Funds dedicated for a special purpose)
Grant Fund Dollar Amount	\$0
Account	Fund 1952 (Mental Health)
Company Name	Southwest Washington Behavioral Health (Contract #2016-ADM-02)

**DISTRIBUTION:**

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

For questions please contact Lynn Mueller or Vanessa Gaston at 360-397-2130.

 06/30/16  
Lynn Mueller, Senior Management Analyst

  
Vanessa Gaston, Director

**APPROVED:** \_\_\_\_\_  
**CLARK COUNTY, WASHINGTON**  
**BOARD OF COUNTY COUNCILORS**

DATE: \_\_\_\_\_

SR# \_\_\_\_\_

**APPROVED:**   
Mark McCauley, County Manager

DATE: 7/11/16

**BUDGET IMPLICATIONS**

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

**BUDGET DETAILS**

Local Fund Dollar Amount	\$0
Grant Fund Dollar Amount	\$76,500 (Federal Grant)
Account	Fund 1952 (Mental Health)
Company Name	Southwest Washington Behavioral Health (Contract #2016-ADM-02)

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 07/14/16  
Lynn Mueller, Senior Management Analyst

  
Vanessa Gaston, Director

**APPROVED:** \_\_\_\_\_  
**CLARK COUNTY, WASHINGTON**  
**BOARD OF COUNTY COUNCILORS**

DATE: \_\_\_\_\_

SR# \_\_\_\_\_

**APPROVED:** \_\_\_\_\_  
**Mark McCauley, County Manager**

DATE: \_\_\_\_\_

**BUDGET IMPACT ATTACHMENT – NONE****Part I: Narrative Explanation**

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

**Part II: Estimated Revenues**

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
<b>Total</b>	\$0	\$0	\$0	\$0	\$0	\$0

II. A – Describe the type of revenue (grant, fees, etc.)

**Part III: Estimated Expenditures**

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
<b>Total</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>	\$0	\$0	\$0	\$0	\$0	\$0

**CONTRACT #2016-ADM-02**

between

**CLARK COUNTY**

P.O. Box 5000, Vancouver, WA 98666

and

**SOUTHWEST WASHINGTON REGIONAL HEALTH ALLIANCE**

605 Main Street, #4693, Vancouver, WA 98660

**Program/Services Being Funded:** Practice Transformation Hub Activities  
**Contract Period:** July 1, 2016 to September 30, 2016  
**Budget Authority:** \$76,500  
**Funding Source:** Funds 1952  
**DUNS Number** 080133439

Contractor Contact	County Program Contact	County Fiscal Contact
Tabitha Jensen 206-902-7996 <a href="mailto:tabitha@swrha.org">tabitha@swrha.org</a>	DeDe Sieler 360-397-2075 x 7823 <a href="mailto:vanessa.gaston@clark.wa.gov">vanessa.gaston@clark.wa.gov</a>	Ryan Treglown 360-397-2075 x 7815 <a href="mailto:ryan.treglown@clark.wa.gov">ryan.treglown@clark.wa.gov</a>

Clark County, hereinafter referred to as the "County," and the Southwest Washington Regional Health Alliance, hereinafter referred to as the "Contractor" or "SWRHA" agree to the terms and conditions of this Contract, including all exhibits, by signing below:

FOR CLARK COUNTY:

  
Mark McCauley, County Manager

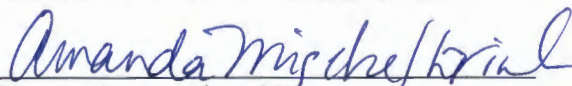
7/11/16  
Date

FOR SOUTHWEST WASHINGTON  
REGIONAL HEALTH ALLIANCE

  
Tabitha Jensen, Project Manager

6/27/16  
Date

APPROVAL AS TO FORM ONLY:

  
Deputy Prosecuting Attorney

**BUDGET SUMMARY**  
**CONTRACT #2016-ADM-02**  
**SOUTHWEST WASHINGTON REGIONAL HEALTH ALLIANCE**

<b>No.</b>	<b>CATEGORY</b>	<b>PAYMENT TYPE</b>	<b>REVENUE SOURCE</b>	<b>FUNDING</b>
1	Practice Transformation Hub Activities	Cost Reimbursement	Fund 1952	\$76,500 *

\* This amount is subject to change based on final billings for this project that are submitted by Consumer Voices are Born.



**STATEMENT OF WORK #1  
CONTRACT #2016-ADM-02  
SOUTHWEST WASHINGTON REGIONAL HEALTH ALLIANCE**

<b>No.</b>	<b>CATEGORY</b>	<b>PAYMENT TYPE</b>	<b>REVENUE SOURCE</b>	<b>FUNDING</b>
1	Practice Transformation Hub Activities	Cost Reimbursement	Fund 1952	\$76,500 *

\* This amount is subject to change based on final billings for this project that are submitted by Consumer Voices are Born.

**1. PRACTICE TRANSFORMATION HUB – SUPPORT ACTIVITIES**

SWRHA will provide practice transformation support to primary care and behavioral health (mental health and substance use disorder) providers in Clark and Skamania counties to assist in the transition to fully-integrated managed care by **September 30, 2016**. Activities will be focused on providing technical assistance for no more than four (4) regional projects with at least one (1) project located in Skamania County. All projects and changes to projects must be pre-approved by the County. Activities must include:

- 1.1. Assistance developing care coordination/care management strategies for integration of care;
- 1.2. Identifying or creating tools to assist with the implementation of integrated care delivery models (bidirectional, co-located care between primary care and behavioral health);
- 1.3. Providing guidance to expand the uptake of culturally-competent, evidence-based practices (EBPs) when appropriate;
- 1.4. Conducting research and dissemination of practice change resources that support providers in the transition to managed care and/or an integrated care delivery model; and
- 1.5. Conducting and facilitating on-going meetings to include taking minutes and writing reports that identify deliverables and lessons learned.

**2. DELIVERABLES**

- 2.1. The Contractor shall submit written reports on a monthly basis summarizing all activities conducted or performed during the previous month. Reports shall include all hours worked by consultants/staff and identify the participants involved.
- 2.2. The final deliverable is a written report to be submitted by **September 30, 2016** that outlines each project and includes the details shown below:

- 2.2.1. local best practices;
- 2.2.2. the participants involved;
- 2.2.3. the total number of hours worked by consultants and staff;
- 2.2.4. the procedural protocols for all trainings and webinars completed pertaining to projects;
- 2.2.5. the participants' evaluations of process;
- 2.2.6. the deliverables/metrics met and the strategies used to measure provider readiness to implement projects;
- 2.2.7. the lessons learned identifying successes and potential barriers to success
- 2.2.8. the barriers to success and any potential mitigation strategies;
- 2.2.9. any dependencies and/or contingencies that would inform state-wide practice transformation implementation efforts; and
- 2.2.10. the research and tools used for each project.

### 3. PERIOD OF PERFORMANCE

All activities for this Statement of Work must be completed by **September 30, 2016**.

### 4. PAYMENT

Payment for this Statement of Work will be made on a cost reimbursement basis to reimburse the Contractor for the costs of the consultants, travel, and/or supplies necessary to perform work under this contract provided that they are approved **in advance** by the County.

Travel expenses are subject to the *Contractor Travel Reimbursement Policy* attached hereto as Exhibit A.

This contract does not provide funding for any administrative costs.



## **SPECIAL TERMS AND CONDITIONS**

### **1. APPLICABLE REGULATIONS**

The Contractor shall provide services in compliance with the Contract, County policies and procedures, related applicable state laws and regulations and any subsequent legislation and or amendments thereto.

### **2. BACKGROUND CHECKS**

The Contractor shall conduct a background check for all staff members, subcontractors, and volunteers who have unsupervised access to children, adolescents or vulnerable adults, in compliance with Revised Code of Washington (RCW) 43.43, which requires criminal background checks when employing staff members, including volunteers and subcontractors, who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.

### **3. PAYMENT PROCEDURES AND REIMBURSEMENT TO CONTRACTOR**

3.1. The Contractor shall submit an invoice in accordance with each Statement of Work on or before the 10<sup>th</sup> of the month following the month the service was provided (e.g. February service is billed by March 10th). Payment to the Contractor will be processed within thirty (30) days of the receipt of a complete and accurate invoice. Invoices shall be submitted along with all required written reports and shall include the following:

- The month/year for which payment is requested;
- An invoice number;
- The Contract number and the Statement of Work number;
- The name and address of the Contractor;
- A payment request form;

3.2. For Statements of Work to be paid on a cost reimbursement basis, the Contractor shall provide the following:

3.2.1. A summary of expenses incurred in support of all cost reimbursement statements of work, by statement of work number, and accompanied by general ledger detail or equivalent.

3.2.2. For direct costs, detail will include:

- Salaries and benefits: Names or employee ID number, salary and benefits paid, and dates;
- Other direct costs: Include vendor/payee names, dates of service, purpose and amount.

3.2.3. For allocated costs, the Contractor shall provide a copy of an allocation method or plan to the County for review and approval by the Department of Community Services Finance Staff prior to the first invoice being reimbursed. Approval will be in writing and copied to both the Contractor and the contract file. The Contractor will submit one of the following documents to meet this requirement:

- Cost Allocation Plan that defines how direct, shared, and administrative costs are allocated; or
- A Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.
- For services that are also funded by a third party, the Contractor shall provide a detailed cost itemization by cost center and funding source. Detail shall identify which services or work was funded by the County and by other parties. If there are increases or decreases in third party funding, the contractor must notify the County within 30 days.

3.3. The County will review monthly the utilization of Contract funds. If Contract funds are underutilized, the County may modify the Contract to reallocate funds and/or reduce the funds authorized in this Contract.

3.4. Unless otherwise specified in this Contract, the County shall not pay any claims for payment for services submitted more than sixty (60) days after the calendar month in which the services were performed.

3.5. The Contractor shall complete a calendar year closeout process by January 25<sup>th</sup> of each year billing for all eligible expenses or funds earned during that previous calendar year. This is necessary because the County's fiscal year is the calendar year, and the County must close its records for the previous calendar year in January.

#### 4. INSURANCE

4.1. At the execution of this Contract, the Contractor must provide an original ACORD Form with the Commercial General Liability (CGL) or Business Owners Policy (BOP), showing the broker of record, insurance limits, renewal dates, deductible that is less than or equal to \$25,000, and \$1,000,000 of annually renewing occurrence based coverage. A "Claims-Made Policy" is not acceptable. In the case where the underlying insurance policy is expended due to excessive defense and/or indemnity claims, before renewal, the Contractor warrants and guarantees the coverage limits, to include indemnity and defense up to the listed limit, from its own resources regardless of coverage status due to cancellation, reservation of rights, or any other no-coverage-in-force reason. Coverage shall not contain any endorsements excluding nor limiting product/completed operations, contractual liability or cross liability. In all cases, the Contractor's policy is primary and they waive their right of subrogation.

- 4.2. The Contractor agrees to endorse the County as an “Additional Insured” on the CGL or BOP policy with the following, or similar, endorsement providing equal or broader additional insured coverage: the CG2026 07 04 Additional Insured – Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured – Owners, Contractor, or the CG2010 07 04 Contractor, or Contractor endorsement, including the “Additional Insured” endorsement of CG2037 10 01 Additional Insured – Owners, Contractor – Completed Operations, which shall be required to provide back coverage for the Contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured Endorsement shall read “Clark County Washington”.
- 4.3. At the execution of this Contract, and assuming vehicles are used in the Contractor’s business, an ACORD Form shall be provided with \$1,000,000 in annually renewing occurrence based coverage for all vehicles owned, used, or leased by Contractor. If vehicles are not used, on letterhead, a letter to the County must state the same. This coverage may be added to the above CGL or BOP ACORD Form(s).
- 4.4. All insurers used must have an AM Best’s Rating of A-VII or better. The Contractor shall provide its own insurance protection at its own expense for any property (contents or personal property) maintained on the premises. In addition, the Contractor shall insure the real property and all fixtures and improvements for its full insurable replacement value against loss or damage by fire and other hazards included within the term “extended coverage.” All policies and renewals on the real property shall be in a form and with a carrier acceptable to the County. The Contractor shall maintain insurance throughout the Contract term and if a policy is cancelled or terminated, it is the Contractor’s responsibility to provide evidence of continuing coverage during the overlap periods of the policy and to notify the County of any change in its insurance. The address for all certificates will be written as follows: Clark County Washington, Department of Community Services, Contracts Unit, PO BOX 5000, Vancouver, WA 98666-5000.

## 5. NOTICES

Any notices permitted or required by this Agreement will be addressed as follows or to such other address as either party may provide to the other:

To Clark County: Department of Community Services  
Attn.: Contract Section  
PO Box 5000  
Vancouver, WA 98666-5000

To Contractor: Southwest Washington Regional Health Alliance  
Attn.: Executive Director  
605 Main Street, #4693  
Vancouver, WA 98660

## 6. RECORDS RETENTION

During the term of the Contract and for six (6) years following the termination or expiration of the Contract, the parties shall maintain records sufficient to:

- 6.1. Document performance of all acts required by the Contract and applicable statutes, regulations, and rules; and
- 6.2. Demonstrate accounting procedures, practices, and records which sufficiently and properly document all invoices, expenditures and payments.
- 6.3. If any litigation, audit or bankruptcy is initiated, or if a claim is instituted involving the Contract or any agreement covered by the records, retain the related records until the litigation, audit, or claim has been finally resolved.
- 6.4. The Contractor may choose to retain records for a longer period as outlined in RCW 4.16.350.

## 7. PAYMENT

All Statements of Work for this Contract will be paid on a cost reimbursement basis.

## 8. TERMINATION

- 8.1. The award or continuation of this Contract is dependent upon the availability of future funding. The County's payment obligations are payable only and solely from funds both appropriated and otherwise legally available for this Contract. The absence of appropriated or other lawfully-available funds shall render the Contract null and void to the extent funds are not appropriated or available.

If the funds upon which upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing no fewer than ten (10) calendar days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

The County shall provide the Contractor with written notice of the failure of the County to make or receive an adequate appropriation for any fiscal year to pay the amounts due under the Contract or of the reduction of any appropriation to an amount insufficient to permit the County to pay its remaining obligations under the Contract.

- 8.2. The County shall have the right to terminate this Contract, in whole or in part, without cause, by providing no fewer than ten (10) calendar days written notice to

the Contractor. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to this Contract, with such exceptions, if any, specified in the notice of termination. The County shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purpose, for all goods delivered, services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

- 8.3. Disposition of Grant Funds upon Termination. Upon termination of this Contract any unexpended balance of Contract funds will remain with the County. If termination occurs for cause, the Contractor shall immediately and without notice of presentment return to the County all funds that were expended in violation of the terms of this Contract.

## 9. FISCAL AUDIT

- 9.1. The Contractor is required to comply with Generally Accepted Accounting Principles (GAAP) or Governmental Generally Accepted Accounting Principles (GGAAP) and that meets the financial management systems requirements of the Contract.
- 9.2. The Contractor shall submit to the County semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year. These reports shall be submitted within forty-five days of the mid-point and end of the Contractor's fiscal year. The financial reports shall include:
  - 9.2.1. Non-Profit Contractors – A Statement of Financial Position, Statement of Activities, and Statement of Changes in Net Assets and Statement of Cash Flows.
  - 9.2.2. For-Profit Contractors – A Balance Sheet, Income Statement, and Statement of Cash Flows.
  - 9.2.3. Public Entities are exempt from the semi-annual financial reporting requirement.
- 9.3. If the Contractor (1) expends \$750,000 or more in Federal awards during the Contractor's fiscal year or (2) the Contractor is a State Auditor's Office BARS user, regardless of expenditure level, the Contractor shall prepare a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 C.F.R §200.508.
- 9.4. Copies of independent audit reports shall be submitted to the County. Copies of other financial records may be required. The Contractor shall provide to the County a corrective action plan for any audit findings and a copy of any Management Letter, within thirty (30) days of having received the auditor's report. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.

9.5. If the Contractor expends \$750,000 or more in federal funds during the fiscal year, an audit report is required. Where applicable, the Contractor shall include a corrective action plan for audit findings and a copy of any Management Letters. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.

9.5.1. Non-Profit Contractors and Public Entities – The audit report must meet OMB Circular A-133 requirements with assurances of financial record keeping that will enable identification of all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. Revised OMB A-133 requires the Contractor to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. A-133 Audits for fiscal years that include this contract shall be completed and submitted to the County within nine months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.

9.5.2. For Profit Contractors – An independent audit, an independent limited scope audit or other evidence negotiated with and approved by the County that provides positive assurance of meeting GAAP or GGAAP. Independent audits for fiscal years that include this contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.

9.6. If applicable, the Contractor shall include a Corrective Action Plan for audit findings and a copy of any Management Letters. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received by the County.

## 10. ADDITIONAL PAYMENT PROVISIONS

Subcontracts shall be fee-for-service, cost related, or price related as defined in Fiscal/Program Requirements.

The County shall make payment to the Contractor based upon the Statement(s) of Work in the Contract, not to exceed the budget identified for each Statement of Work; and subject to the following provisions:

10.1. The Contractor shall submit an invoice in accordance with each Statement of Work on or before the 15<sup>th</sup> of the month following the month the service was provided (e.g. February service is billed by March 15<sup>th</sup>). Payment to the Contractor will be processed within twenty (20) days of the receipt of a complete and accurate invoice. Invoices are to be submitted with any required written reports and must include the following items:

- The month/year for which payment is requested;

- An invoice number;
- The Contract number and the Statement of Work number;
- The name and address of the Contractor;
- A payment request form;
- The signature by a duly-authorized individual. The Contractor is responsible for ensuring invoice requests issued against the Contract are signed by an authorized individual.

10.2. For Statements of Work to be paid on a cost reimbursement basis, the Contractor shall provide a summary of expenses incurred in support of all cost reimbursement statements of work, by statement of work number, and accompanied by general ledger detail or equivalent.

10.2.1 For direct costs, detail will include:

- i. Salaries and benefits: Names or employee ID number, salary and benefits paid, and dates;
- ii. Other direct costs: Include vendor/payee names, dates of service, purpose and amount.

10.2.2. For allocated costs, the Contractor shall provide a copy of an allocation method or plan to the County for review and approval by the Department of Community Services Finance Staff prior to the first invoice being reimbursed. Approval will be in writing and copied to both the Contractor and the contract file. The Contractor will submit one of the following documents to meet this requirement:

- i. Cost Allocation Plan that defines how direct, shared, and administrative costs are allocated; or
- ii. A Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.

10.3. For Statements of Work paid on a fee-for-service basis, the Contractor shall be reimbursed based upon the total units of service delivered for each Statement of Work modality less any fees charged to patients. Fees shall be based on the Clark County Service Rates included as exhibits to the Contract and/or any other fees specified in the Statement of Work. Updates to the service rates, an effective date included, will be provided to the Contractor by mail or email and will not require a formal modification. The billing request documentation shall clearly support the basis for the amount requested, i.e. a schedule that identifies the applicable rate(s) times the unit(s) of service for each service in each statement of work and equals the amount requested for payment. The Contractor will maintain records to justify the fees being claimed. Costs covered by fee-for-service payment shall not be submitted for cost reimbursement. The Contractor is responsible for controlling admissions and caseloads to ensure they do not exceed contracted funds available for chemical dependency services. Services provided beyond contracted amounts will not be paid without a formal contract amendment.



- 10.4. For services that are also funded by a third party, the Contractor shall provide a detailed cost itemization by cost center and funding source. Detail shall identify which services or work was funded by the County and by other parties.
- 10.5. Unless otherwise specified in this Contract, the County shall not pay any claims for payment for services submitted more than sixty-five (65) days after the calendar month in which the services were performed.
- 10.6. The Contractor agrees to allow the County to make adjustments to the individual budget lines of this Contract when necessary and in the interests of both parties.

## 11. SURVIVABILITY

Certain terms and conditions are intended to survive the expiration of the Contract. Surviving terms include, but are not limited to, the Contractor's requirements in regard to records retention, confidentiality, monitoring cooperation, financial management and data, payment terms for the last month of service, and insurance provisions for potential claims through their statute of limitations, including tolling.

## 12. EMPLOYMENT VERIFICATION PROGRAM

- 12.1. If the amount of this Contract is equal to or greater than \$25,000, the Contractor shall enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) agreeing to participate in the E-Verify Program. The Contractor shall submit a copy of the MOU to the County prior to starting work under this Contract and shall verify employment eligibility using the E-Verify website throughout the term of the Contract.
- 12.2. If the Contractor has sub-contracts in an amount equal to or greater than \$25,000 working in support of this Contract, the Contractor is responsible for ensuring that the sub-contractor provide a DHS MOU or proof of pending application (followed by an MOU) within 30 days after the contract start date.
- 12.3. Pre-employment searches must be conducted by the Contractor (and its covered subcontractors) *prior to* making offers of employment. Evidence of search results must be maintained in each employee's personnel file. Upon completion of this Contract, the Contractor shall provide the County with a written document certifying the authorized employment status of its employees and those of any sub-contractors assigned to the perform work under the Contract.
- 12.4. E-Verify program and enrollment information is available at the Department of Homeland Security website: <http://www.uscis.gov/e-verify>.

## 13. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY

## AND VOLUNTARY EXCLUSION

- 13.1. This certification is required by the regulations set forth in Title 2 Code of Federal Regulations Part 180. The terms “covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,” as used in this clause, have the meanings set out in Title 2 CFR Part 180.995.
- 13.2. By signing this Contract, the Contractor certifies that neither it nor its principals, (as defined by Title 2 Code of Federal Regulations Part 180) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor shall provide immediate written notice to the Clark County Department of Community Services if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 13.3. Before entering into a “covered transaction” with another party at the next lower tier, the Contractor agrees by signing this Contract that it will first verify that the person or party with whom it intends to do business is not excluded or disqualified. The Contractor may do this by:
  - Checking the federal Excluded Parties List System (EPLS) at [sam.gov](http://sam.gov)
  - Collecting a certification from the person or party; or
  - Adding a clause or condition to the covered transaction with that person or party that fully meets the requirements set out in Title 2 Code of Federal Regulations Part 180
- 13.4. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person or party who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- 13.5. The certification in this clause is a material representation of fact upon which reliance is placed at the time of Contract execution and at the time of any subsequent modification(s). If it is at any time determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 13.6. Before hiring any new employee, the Contractor shall conduct a search of the Federal Excluded Parties List System referenced above to ensure that the individual is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The search must be conducted by the Contractor *prior to* making an employment offer. Evidence of search results must be maintained in the employee’s personnel file.

13.7. The Contractor shall maintain written documentation of its compliance with the above-stated requirements and make said documentation available to Clark County for review upon request.

14. CONTRACT PERIOD

Subject to its other provisions, no services are to be provided under this Contract outside the Contract Period shown on the first page unless the Contract is modified in writing and approved by both parties.

15. OWNERSHIP OF MATERIALS

Work products developed as a result of this Contract shall be jointly owned by the County and the Washington State Health Care Authority. Said work products may be officially published, disseminated, distributed, or shared with the public at the sole discretion of the Health Care Authority.

**Business Associate Agreement and Qualified Service Organization Agreement**

**between**

**Clark County Department of Community Services**

**and**

**Southwest Washington Regional Health Alliance**

This Business Associate Agreement (BAA) and Qualified Service Organization Agreement (QSOA), (the “Agreement”), is entered into between Clark County, by and through its Department of Community Services (the “Covered Entity”), and Southwest Washington Regional Health Alliance (the “Business Associate”).

**Recitals**

A. Business Associate has been designated as the regional Accountable Community of Health (ACH) which serves as the primary entity working with the Washington Health Care Authority to monitor and evaluate Early Adopter Implementation. The work done by the Business Associate may, at certain times, involve (i) the use or disclosure of Protected Health Information (as defined below) by Business Associate, (ii) the disclosure of Protected Health Information by Covered Entity (or another business associate of Covered Entity) to Business Associate, or (iii) the creation, receipt, maintenance, or transmission of Electronic Protected Health Information (as defined below) by Business Associate. Accordingly, the use, disclosure, transmission, or maintenance of Protected Health Information by Business Associate is subject to the privacy regulations (the “HIPAA Privacy Regulations”) and the security regulations (the “HIPAA Security Regulations”) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and 45 C.F.R. Parts 160 and 164 with respect to such Services. This Agreement is intended to document the business associate assurances required by the HIPAA Privacy Regulations (at 45 C.F.R. § 164.504(e)), and the HIPAA Security Regulations (at 45 C.F.R. § 164.314(a)).

B. This Agreement will govern the terms and conditions under which the Covered Entity may disclose or have disclosed to Business Associate, and Business Associate may create, use, disclose, maintain, transmit or receive, Protected Health Information on behalf of Covered Entity. This Agreement will also govern the terms and conditions under which Covered Entity may disclose or have disclosed to Business Associate, and Business Associate may create, receive, maintain or transmit, EPHI on behalf of Covered Entity.

**Agreement**

1. **Definitions.** Capitalized terms used in this Agreement, but not otherwise defined in this Agreement, shall have the same meanings as those terms in the HIPAA Privacy Regulations and the HIPAA Security Regulations. Unless otherwise stated, a reference to a “Section” is to a Section in this Agreement. For purposes of this Agreement, the following terms shall have the following meanings.

1.1 Breach. “Breach” shall have the same meaning as the term “breach” in 45 C.F.R. § 164.402.

1.2 Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.

1.3 Electronic Protected Health Information or EPHI. “Electronic Protected Health Information” or “EPHI” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.4 Individual. “Individual” shall mean the person who is the subject of Protected Health Information as provided in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 Individually Identifiable Health Information. “Individually Identifiable Health Information” shall have the same meaning as the term “individually identifiable health information” in 45 C.F.R. § 160.103.

1.6 Protected Health Information or PHI. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.7 Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

1.8 Secretary. “Secretary” shall mean the Secretary of the federal Department of Health and Human Services or that person’s designee.

1.9 Security Incident. “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.

1.10 Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in 45 C.F.R. § 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

## 2. Permitted Uses and Disclosures by Business Associate.

2.1 General. Except as otherwise specified in this Agreement, Business Associate may use or disclose PHI to perform its obligations for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the HIPAA Privacy Regulations if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

2.2 Other Permitted Uses. Except as otherwise limited by this Agreement, Business Associate may use PHI it receives or creates in its capacity as a business associate of Covered Entity, if necessary:

2.2.1 for the proper management and administration of Business Associate;

2.2.2 to carry out the legal responsibilities of Business Associate; or

2.2.3 to provide Data Aggregation services to Covered Entity which relate to the health care operations of Covered Entity in accordance with the HIPAA Privacy Regulations.

2.3 Other Permitted Disclosures. Except as otherwise limited by this Agreement, Business Associate may disclose to a third party PHI it receives or creates in its capacity as a business associate of Covered Entity for the proper management and administration of Business Associate, provided that:

2.3.1 The disclosure is required by law; or

2.3.2 Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that (i) the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and (ii) the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 De-Identified Information. Health information that has been de-identified in accordance with the requirements of 45 C.F.R. §§ 164.514 and 164.502(d) and is therefore not Individually Identifiable Health Information (“De-Identified Information”) is not subject to the provisions of this Agreement. Covered Entity may disclose PHI to Business Associate to use for the purpose of creating De-Identified Information, whether or not the De-Identified Information is to be used by Covered Entity.

### 3. Obligations and Activities of Business Associate Regarding PHI.

3.1 Limitations on Uses and Disclosures. Business Associate will not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law.

3.2 Safeguards. Business Associate will use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

3.3 Mitigation. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

3.4 Reporting. Business Associate will report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.

3.5 Agents and Subcontractors. Business Associate will ensure that any agent, including any subcontractor, to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

3.6 Access. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity, Business Associate will make such PHI available to Covered Entity or, as directed by Covered Entity to an Individual, that is necessary for Covered Entity to respond to Individuals' requests for access to PHI about them in accordance with 45 C.F.R. § 164.524. Business Associate will provide such PHI in an electronic format upon request by Covered Entity unless it is not readily producible in such format in which case Business Associate will provide Covered Entity a standard hard copy format.

3.7 Amendment of PHI. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity or an Individual, Business Associate will make any requested amendment(s) or correction(s) to PHI in accordance with 45 C.F.R. § 164.526.

3.8 Disclosure Documentation. Business Associate will document its disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.9 Accounting of Disclosures. Within thirty (30) days of receiving a request from Covered Entity, Business Associate will provide to Covered Entity information collected in accordance with Section 3.8 of this Agreement, as necessary to permit Covered Entity to make an accounting of disclosures of PHI about an Individual in accordance with 45 C.F.R. § 164.528.

3.10 Access to Business Associate's Internal Practices. Except to the extent that it violates or interferes with attorney-client privilege, the duty of client confidentiality, or the applicable rules of professional responsibility, Business Associate will make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of (a) PHI received from, or created or received by Business Associate on behalf of, Covered Entity; and (b) EPHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, available to the Secretary or to Covered Entity, in a time and manner designated by the Secretary or reasonably specified by Covered Entity, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Regulations and HIPAA Security Regulations.

3.11 Breach Notification. Business Associate, following the discovery of a Breach of Unsecured Protected Health Information, shall notify Covered Entity of such breach. Except as otherwise required by law, Business Associate shall provide such notice without unreasonable delay, and in no case later than thirty (30) calendar days after discovery of the Breach.

3.11.1 Notice to Covered Entity required by this Section 3.11 shall include: (i) to the extent possible, the names of the individual(s) whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Breach; (ii) a brief description of what happened including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured Protected Health Information that were involved in the Breach; (iv) a brief description of what Business Associate is doing or will be doing to investigate the Breach, to mitigate harm to the individual(s), and to protect against further Breaches; and (v) any other



information that Covered Entity determines it needs to include in notifications to the individual(s) under 45 C.F.R. § 164.404(c).

3.11.2 After receipt of notice, from any source, of a Breach involving Unsecured Protected Health Information used, disclosed, maintained, or otherwise possessed by Business Associate or of a Breach, involving Unsecured Protected Health Information, for which the Business Associate is otherwise responsible, Covered Entity may in its sole discretion (i) require Business Associate, at Business Associate's sole expense, to use a mutually agreed upon written notice to notify, on Covered Entity's behalf, the individual(s) affected by the Breach, in accordance with the notification requirements set forth in 45 C.F.R. § 164.404, without unreasonable delay, but in no case later than sixty (60) days after discovery of the Breach; or (ii) elect to provide notice to the individual(s) affected by the Breach.

3.12 Performance of Covered Entity's Obligations. To the extent that Business Associate is to carry out an obligation of Covered Entity under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that would apply to Covered Entity in the performance of such obligation.

#### 4. Obligations of Covered Entity.

4.1 Requested Restrictions. Covered Entity shall notify Business Associate, in writing, of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, which permits an Individual to request certain restrictions of uses and disclosures, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4.2 Changes in or Revocation of Permission. Covered Entity will notify Business Associate in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.

4.3 Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Regulations and HIPAA Security Regulations if done by Covered Entity, except to the extent that Business Associate will use or disclose PHI for Data Aggregation or management and administrative activities of Business Associate.

#### 5. Security Restrictions on Business Associate.

5.1 General. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security Regulations.

5.2 Agents; Subcontractors. Business Associate will ensure that any agent, including a subcontractor, to whom Business Associate provides EPHI agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of such EPHI.

5.3 Reporting of Security Incidents. Business Associate shall report to Covered Entity any Security Incident affecting EPHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, of which Business Associate becomes aware. This Section constitutes notice to Covered Entity of routine and ongoing attempts to gain unauthorized access to Business Associate's information systems (each an "Unsuccessful Attack"), including but not limited to pings, port scans, and denial of service attacks, for which no additional notice shall be required provided that no such incident results in unauthorized access to Electronic PHI.

5.4 HIPAA Security Regulations Compliance. Business Associate agrees to comply with Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations.

6. Term and Termination.

6.1 Term. This Agreement shall take effect on the Effective Date (as defined below), and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section 6.

6.2 Termination for Cause. If Covered Entity determines that Business Associate has breached a material term of this Agreement, Covered Entity will provide written notice to Business Associate which sets forth Covered Entity's determination that Business Associate breached a material term of this Agreement, and Covered Entity may:

6.2.1 Provide written notice to Business Associate which provides an opportunity for Business Associate to cure the breach or end the violation, as applicable. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, then Covered Entity may immediately thereafter terminate this Agreement; or

6.2.2 Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

6.2.3 If neither termination nor cure is feasible as provided in Sections 6.2.1 and 6.2.2 of this Agreement, Covered Entity will report the violation to the Secretary.

6.3 Effect of Termination.

6.3.1 Except as provided in Section 6.3.2 of this Agreement, upon termination of this Agreement, for any reason, Business Associate will return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision also applies to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of the PHI.

6.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate will provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon reasonable determination that return or destruction of PHI is infeasible, Business Associate will extend the protections of this

Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. Qualified Service Organization Agreement. Covered Entity and Business Associate hereby acknowledge that Business Associate and its agents and employees have, as applicable, complied, and will comply, with 42 USC §290dd-2 and 42 CFR Ch. 1, part 2, §§2.11 et seq. (the “Federal Drug and Alcohol Regulations”) in that:

7.1 The parties acknowledge that if Business Associate receives, processes, reviews, or otherwise deals with any Covered Entity consumer records during the course of the Services Business Associate and its employees will be providing to Covered Entity, that each and every one of said employees will be fully bound by the Federal Drug and Alcohol Regulations;

7.2 Each of Business Associate’s employees and agents will maintain Covered Entity’s consumer identifying information in accordance with federal and state confidentiality rules governing drug and alcohol treatment records;

7.3 Each of Business Associate’s employees and agents will comply, as applicable, with the limitations on disclosure, re-disclosure and use set forth in 42 CFR Ch. 1, part 2, §§ 2.16 and 2.53; and

7.4 If necessary, each of Business Associate’s employees and agents will resist in judicial proceedings any efforts to obtain access to consumer records except as permitted by the Federal Drug and Alcohol Regulations.

8. Miscellaneous.

8.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Privacy Regulations or the HIPAA Security Regulations means the section as in effect or as amended.

8.2 Amendment. If any new state or federal law, rule, regulation, or policy, or any judicial or administrative decision, affecting the use or disclosure of PHI is enacted or issued, including but not limited to any law or regulation affecting compliance with the requirements of the HIPAA Privacy Regulations or the HIPAA Security Regulations, the parties agree to take such action in a timely manner and as is necessary for Covered Entity and Business Associate to comply with such law, rule, regulation, policy or decision. If the parties are not able to agree on the terms of such an amendment, either party may terminate this Agreement on at least thirty (30) days’ prior written notice to the other party.

8.3 Survival. The respective rights and obligations of Business Associate under Section 6.3 of this Agreement (“Effect of Termination”) shall survive the termination of this Agreement.

8.4 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Privacy Regulations, the HIPAA Security Regulations, and the Federal Drug and Alcohol Regulations. The section and paragraph headings of this Agreement are for the convenience of the reader only, and are not intended to

act as a limitation of the scope or meaning of the sections and paragraphs themselves.

8.5 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Business Associate and Covered Entity and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8.6 Assignment. This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld; provided that no such consent shall be required for either party's assignment or transfer of this Agreement in connection with a sale or transfer of all or substantially all of the business or assets of the assigning party. This Agreement shall be binding on and inure to the benefit of the parties hereto and their permitted successors and assigns.

8.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior communications, representations, and agreements, oral or written, of the parties with respect to its subject matter.

8.8 Severability and Waiver. The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision of this Agreement.

8.9 Notices. Any notices permitted or required by this Agreement will be addressed as follows or to such other address as either party may provide to the other:

If to Covered Entity:                      Clark County  
    Department of Community Services  
    Attn.: Contract Section  
    PO Box 5000  
    Vancouver, WA 98666

If to Business Associate:                  Southwest Washington Regional Health Alliance  
    Attn.: Executive Director or Board Chair  
    605 Main Street, #4693  
    Vancouver, WA 98660

8.10 Counterparts. This Agreement may be executed in multiple counterparts, all of which together will constitute one agreement, even though all parties do not sign the same counterpart.

## EXHIBIT A

### CONTRACTOR TRAVEL REIMBURSEMENT POLICY

1. The following travel related expenses are allowable costs if incurred in conjunction with travel for the performance of work under contract with Clark County. <sup>(1)</sup>
  - 1.1. Actual costs of air, bus, train, taxi, tolls, car rentals and parking fees. Personal automobile usage will be reimbursed at the prevailing Clark County rate per mile from the Contractor's business location to the travel destination. In instances where personal automobile usage exceeds the cost of airfare, reimbursement will be limited to the cost of traveling to the same destination by coach class airfare.
  - 1.2. The actual cost of hotel accommodations at the single occupancy rate is an allowable expense when traveling on business required under this Contract. The lowest possible rate should be requested whenever possible. An itemized receipt is required with each reimbursement request.
  - 1.3. Meals are reimbursed on a per diem rate as established by Clark County. Receipts are not required.

MEAL	2016 MAXIMUM REIMBURSEMENT RATES	
	LOW RATE	HIGH RATE
Breakfast	\$13	\$18
Lunch	\$19	\$23
Dinner	\$30	\$32
<b>Total</b>	<b>\$62</b>	<b>\$73</b>

\* For current annual rate, see <https://www.clark.wa.gov/community-services>.

- 1.4. Other reasonable and ordinary expenses that are related to the performance of the contract and incurred by the Contractor while on official business. Examples of these costs are business related phone calls, registration fees, and fax transmissions. Itemized receipts are required.
2. It is expected that travel for business conducted in Vancouver, WA will be based upon the per diem rates established for the Vancouver, WA per diem locality, without regard to actual location of lodging.
3. Travel and expense reimbursements must be submitted in accordance with Section 1 with supporting documentation for all days of travel and include receipts for expenses that are to be reimbursed at actual cost.